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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF CALIFORNIA

LOWELL LABERTEW, an individual; and SANDRA LABERTEW, an individual, Plaintiffs, vs. 3BC CORPORATION, a California Corporation; C&R FINANCIAL INC., an entity of unknown form; RAYMOND JACOB ROSZKOWICZ, an individual; RICK WILKES, an individual; BEVERLEE WILKES, an individual; and DOES 1-10, inclusive, Defendants.	CASE NO. 07CV2092W (LSP) **DECLARATION OF PLAINTIFF LOWELL LABERTEW IN SUPPORT OF PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

I, LOWELL LABERTEW hereby declare:

1. I am a Plaintiff in the above entitled action.

2. I have personal knowledge of all things stated in this declaration except as to

those things stated on information and belief, and as to those things, I believe them to be true. I could testify competently to these things if called to as a witness in court.

3. In October 2006, and shortly after my wife and I emerged from Chapter 13 bankruptcy, I was solicited for a second time by Raymond Jacob Roszkowicz. Mr. Roszkowicz, a mortgage broker, offered to assist me in obtaining a loan secured by a second deed of trust against my home. On October 30, 2006, I signed several documents presented to me by Raymond Roszkowicz, including an Uniform Residential Loan Application, a Good Faith Estimate, a Truth-In-Lending Disclosure Statement, a Borrowers' Certification and Authorization, a Borrower Signature Authorization, and a Opting Out form.

4. On November 9, 2006, I signed more paperwork presented to me by Raymond Roszkowicz for a loan to refinance my principle dwelling/residence located at 4515 Diane Way, San Diego, California 92117. Included in the documents that I signed was a note to Rick and Beverlee Wilkes, in the amount of Forty Five Thousand Fifteen Dollars and Ninety One Cents ($45,015.91), which was secured by a second deed of trust on my home. The money received from the loan was used primarily for personal, family and household purposes, including amongst other things, to bring the payments to the holder of the first trust deed current and to payoff an existing vehicle loan.

5. When Mr. Roszkowicz explained that the loan was subject to a balloon payment in the amount of Forty Four Thousand Seventy One Dollars and Ninety Seven Cents ($44,071.97) on June 1, 2007, my wife and I told him that there was no way we could come up with that amount of money by then. Mr. Roszkowicz represented to us that if we went through with the loan he and his company would assist us in improving our credit scores and help us get another loan to pay the balloon payment when it came due. I relied on what Mr. Roszkowicz told me because he was our

mortgage broker and I believed he was telling me the truth. After we finalized the loan, Mr. Roszkowicz refused to help us.

6. On November 9, 2006, the only loan documents that I received were 1) a Good Faith Estimate, 2) a Deed of Trust with Assignment of Rents, an Installment Note (Interest Only), and an Addendum To Note Dated November 8, 2006. I did not receive two copies of the Notice of Right of Rescission.

7. On August 18, 2007, I signed a statement of my wish to cancel the loan transaction.

8. I do not want to lose my home. This was originally my wife's home. She has lived in our home for over 40 years and she raised her children here. I have lived in my home since 1977 (over 30 years). I live in my home with my wife, her mother, and my grand-daughter. My mother-in-law is 89 years old, frail, and is suffering from several illnesses. My granddaughter is 20 years old, and a full time student in her junior year at San Diego State University. It is important to me to be able to give her a stable home while she is working hard to pursue higher education.

9. My home is unique and my wife and I have worked hard to make it a comfortable place to live for our family. I do not believe that I could purchase the exact same home anywhere else.

10. I am very worried that if we are forced to move, it will cause great stress on not only myself, but other family members, especially my mother-in-law. I am concerned that forcing us to move could cause her to become more ill or could even kill her.

11. If we are forced to move, I will be subjected to humiliation and embarrassment among my family and friends. In addition, I will be subjected to public humiliation among my neighbors as I have lived and worked in this community for over 30 years.

12. I respectfully request that the Court preserve the status quo and grant our request for a Temporary Restraining Order and then, a preliminary injunction to prevent Defendants from foreclosing and selling my home before our claims are heard by the Court.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed this 4th day of November 2007, at San Diego, California.

/s/ Lowell Labertew
LOWELL LABERTEW